ShowBiz copy

SHOWBIZ PIZZA TIME, INC.

ShowBiz Pizza Place® • Chuck E. Cheese®

4441 West Airport Freeway, Irving, TX 75062

214/258-8507

August 12, 1987

Mr. Daws Butler
244 S. Oakhurst Drive
Beverly Hills, California 90212

RE: Talking Voice of Yogi Bear Production Agreement
Test Marketing Period and Regular Use Period

Dear Mr. Butler:

This letter will confirm the agreement (the "Agreement") between Mr. Daws Butler, represented by Mr. Miles Bohm Auer as his authorized agent at 8344 Melrose Avenue, Suite 29, Hollywood, California 90069 ("Butler"), and ShowBiz Pizza Time, Inc. ("ShowBiz"), 4441 W. Airport Freeway, Irving, Texas 75062, whereby Butler shall perform on an audio tape (the "Production") for ShowBiz, utilizing the talking voice of Butler as Yogi Bear for a Test Marketing Period and, if applicable, a Regular Use Period.

1. Test Marketing Period: The terms and conditions of the Test Marketing Period shall be as follows:

a. Butler shall perform the talking voice of Yogi Bear ("Butler's Voice Tracks") in three segments, each maximum eight minutes in length, under the direction and supervision of ShowBiz, which shall be recorded at a studio in the Los Angeles metropolitan area.

b. Butler hereby licenses ShowBiz to use and reproduce Butler's Voice Tracks as part of the Production only, and then only in conjunction with a robotic, "Animatronic", Yogi Bear as entertainment on stages in showrooms of the family restaurants owned by ShowBiz (e.g., ShowBiz Pizza Place) located in Omaha, NE, Colorado Springs, CO and Augusta, GA (the "Test Restaurants") for a Test Marketing Period of twelve (12) consecutive months. The Test Marketing Period shall commence within sixty (60) days following the date of the first recording session involving Butler hereunder. The Test Marketing Period shall be divided into two (2) consecutive periods of six (6) consecutive months each, the first of which shall commence contemporaneously with the commencement of the Test Marketing Period.

c. Payment for Butler's services and the license granted hereunder shall be the greater of:

(i) Two Thousand Dollars ($2,000.00) for each maximum eight minute audio segment recorded by Butler hereunder; or

(ii) Two Thousand Dollars ($2,000.00) for each maximum four consecutive hours of studio time by Butler hereunder; or

(iii) Two Thousand Dollars ($2,000.00) per segment for each consecutive six (6) months or any fraction thereof that ShowBiz actually uses such segment(s) in the Restaurants.

d. Written notification will be made to Butler no later than ninety (90) calendar days prior to expiration of the Test Marketing Period regarding the decision of ShowBiz with respect to the further use of Butler's Voice Tracks, by ShowBiz, during any Regular Use Period.

e. Those certain shows produced during this Test Marketing Period, only, will have ShowBiz as the signatory to the AFTRA NON-BROADCAST/INDUSTRIAL RECORDED MATERIAL CODE.

2. Regular Use Period: Should ShowBiz determine, in its sole discretion, that the Test Marketing Period was a success, and has given the required notice to Butler of such determination, then the parties shall proceed with the Regular Use Period. The terms and conditions of the Regular Use Period shall be as follows:

a. The term of the Regular Use Period shall commence no later than sixty (60) calendar days after the first recording session of a particular tape and end one (1) year thereafter, provided, that said term may be extended by ShowBiz for four (4) separate additional terms of one (1) year each upon the same terms and conditions herein set forth, conditioned on ShowBiz giving written notice to Butler, no later than ninety (90) days prior to the termination of each term set forth herein, of its intention to extend the term.

b. The talking voice of Butler as Yogi Bear may be used with unlimited frequency by ShowBiz as entertainment on stages in showrooms of the family restaurant chains owned, operated or licensed by ShowBiz, i.e. "ShowBiz Pizza Place", "Pizza Time Theatres" and "Chuck E. Cheese", ("ShowBiz Restaurants") located in any or all of the fifty (50) United States.

c. Payment for the services of Butler and for the license granted hereunder shall be the greater of:

(i) Seven Thousand Five Hundred Dollars ($7,500.00) for each maximum eight minute audio segment recorded by Butler hereunder; or

(ii) Seven Thousand Five Hundred Dollars ($7,500.00) for each maximum four consecutive hours of studio time by Butler hereunder; or

(iii) Seven Thousand Five Hundred Dollars ($7,500.00) per segment for each consecutive six (6) months or any fraction thereof that ShowBiz actually uses such segment(s) in the ShowBiz Restaurants.

(iv) Each year, during the original term and the extensions hereof, the minimum segments to be produced by Butler and the maximum payment therefor as applied to (i), (ii) and (iii) above shall be as follows:

1st year	6 segments @	$ 7,500.00 each
2nd year	8 segments @	$ 8,250.00 each
3rd year	10 segments @	$ 9,075.00 each
4th year	12 segments @	$ 9,983.00 each
5th year	14 segments @	$10,981.00 each

d. All shows produced during this Regular Use Period will have ShowBiz as the signatory to the AFTRA NON-BROADCAST/INDUSTRIAL RECORDED MATERIAL CODE.

3. Miscellaneous: The following shall be applicable during both the Test Marketing Period and the Regular Use Period, to-wit:

a. For purposes of use and the payment therefor, the six (6) month use period shall begin no later than sixty (60) calendar days after the date of the first recording session for a particular tape.

b. All payments shall be made within twelve (12) working days after each recording session date.

c. All correspondence, notices and payments to Butler shall be sent to the following address:

Mr. Daws Butler
c/o Miles Bohm Auer
8344 Melrose Avenue
Suite 29
Hollywood, California 90069

All correspondence and notices to ShowBiz shall be sent to the following address:

ShowBiz Pizza Time, Inc.
4441 West Airport Freeway
Irving, Texas 75062

d. ShowBiz hereby warrants that it has entered into an agreement with the Taft Merchandising Group, Inc. that authorizes the aforementioned display of Yogi Bear, and that the applicable license fee has been paid in advance.

e. After the Test Marketing Period, should ShowBiz desire to have additional audio tapes produced utilizing the talking voice of Yogi Bear, ShowBiz hereby grants to Butler a first right of refusal to undertake such production, to continue so long as Butler remains as the active talking voice of Yogi Bear in productions for Hanna-Barbera Productions, Inc., the owner of Yogi Bear.

9.

f. Any and all future services requested of Butler will be negotiated separate and apart from this agreement [redacted] ShowBiz will give Butler written notice, along with copies of all scripts to be used, a minimum of ten (10) calendar days prior to any anticipated session recording date.

If the above fairly sets forth our complete agreement, please sign and return one copy of this letter. The other copy may be retained for your records.

Very truly yours,

SHOWBIZ PIZZA TIME, INC.

By: _____
R. Stanton Black
Vice President
Director of Technical Services

Agreed and accepted this 19TH day of August, 1987

BY: _____
Daws Butler

BY: _____
Miles Bohm Auer, Authorized
Agent for Daws Butler

SHOWBIZ PIZZA TIME, INC.
DAWS BUTLER CONTRACT

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